

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN  
DISTRICT OF TENNESSEE AT KNOXVILLE**

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BHAGUBHAI HIRA, et al.,

Plaintiffs,

vs.

NEW YORK LIFE INSURANCE CO.,

Defendant.

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No. 3:13-CV-527

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**DEFENDANT’S MOTION TO ENFORCE SETTLEMENT AGREEMENT**

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COMES NOW New York Life Insurance Co. (“New York Life”), and respectfully moves this Court to enforce the settlement agreement it entered into with Plaintiffs on November 4, 2015. As grounds for this Motion, Defendant states that Plaintiffs and Defendant entered into a settlement agreement (the “Agreement”), which resolved all claims, counterclaims, cross claims, and claims for indemnity at issue in the present dispute. The Agreement was reached with the full consent and authority of Plaintiffs and Defendant. Defendant seeks to have the terms of the Agreement entered into between the parties enforced as to Plaintiffs, the sole party now refusing to execute the Agreement, and a judgment entered accordingly. New York Life respectfully moves this Court to award it the attorney’s fees related to the enforcement of the settlement agreement. In support of this Motion, Defendant relies upon the Memorandum of Law and affidavit of Clarence Risin filed herewith.

Respectfully submitted,

s/ Clarence Risin

Clarence Risin (BPR No.16874)  
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*Attorney for Defendant New York Life  
Insurance Co.*

CERTIFICATE OF SERVICE

I hereby certify and attest that a copy of the foregoing pleading was served via this Court's electronic filing system upon the following individual on the 14th day of April, 2016.

Russell L. Egli  
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*Attorney for the Plaintiffs*

s/ Clarence Risin

Clarence Risin